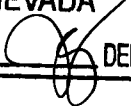


**Pluyd Coleman and Sahar Lewis,**  
Plaintiffs,  
v.  
**PNC Bank, N.A.,**  
Defendant.

<input checked="checked" type="checkbox"/> FILED	<input type="checkbox"/> RECEIVED
<input type="checkbox"/> ENTERED	<input type="checkbox"/> SERVED ON
COUNSEL/PARTIES OF RECORD	
<b>MAY 28 2025</b>	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	 DEPUTY

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

**PLAINTIFFS' REPLY IN SUPPORT OF EMERGENCY MOTION TO VOID FORECLOSURE  
SALE AND REQUEST FOR TEMPORARY RESTRAINING ORDER**

Plaintiffs Pluyd Coleman and Sahar Lewis, proceeding in their individual capacities and in equity as Trustees of the Coleman Family Revocable Living Trust, respectfully submit this Reply in support of their Emergency Motion (ECF No. 14). Plaintiffs seek to correct the record, refute mischaracterizations by Defendant PNC Bank, and urge the Court to preserve the status quo pending adjudication of serious legal and equitable violations surrounding the May 9, 2025, foreclosure sale.

**I. Plaintiffs Are Proceeding in Proper Legal and Equitable Standing**

Defendant mischaracterizes this action as being prosecuted by non-lawyers on behalf of a trust. Plaintiffs proceed as individual parties in interest with standing based on:

Recorded and equitable interest in the subject property (see Lis Pendens);

Personal injury and statutory claims under RESPA and other federal laws;

Trustee authority under UCC and state property law to claim and enforce rights owed to the principal, Sahar Lewis.

This matter does not rely on a legal representation of the trust but instead on the trustees' lawful and equitable right to appear individually and in fact to enforce claims arising from contractual obligations, statutory violations, and property interests.

**II. Defendant's "Sovereign Citizen" Mischaracterization is Baseless**

PNC's repeated use of the term "sovereign citizen" is a deliberate and prejudicial attempt to distract from the substance of this matter. Plaintiffs have not invoked any sovereign citizen theory, and instead rely upon:

Article III standing and due process principles;

Uniform Commercial Code provisions, including UCC 3-603 (discharge by tender);

Federal securities regulations regarding conversion and unlawful securitization.

The misuse of legal terms by the defense does not negate the substance of Plaintiffs' allegations nor excuse its own procedural misconduct.

### **III. Foreclosure Sale Conducted in Bad Faith and Without Legal Standing**

The foreclosure sale on May 9, 2025, occurred:

While a TRO hearing was duly scheduled and pending in state court;

Despite actual notice of litigation and a recorded Lis Pendens;

In violation of equitable restraints, denying the Court the ability to exercise jurisdiction and injunctive authority.

Such acts of calculated removal and sale before judicial review undermine the rule of law and warrant equitable relief.

### **IV. Material Securities Violations Have Been Concealed**

At the heart of this dispute is Defendant's conversion of the original security instrument and its unlawful securitization:

Plaintiffs tendered lawful payment and discharge instructions under UCC 3-603, which were refused; see **EXHIBIT A: PRIVATE ADMINISTRATIVE PACKET**

PNC has concealed forensic and accounting records that would show lack of standing, improper transfers, and illegal profit from securities sold without title;

The note was converted into a financial instrument and sold into the secondary market, triggering securities fraud liability under federal law.

Plaintiffs assert that discovery, including a Rule 26(f) conference, will expose material fraud and confirm that PNC neither owned nor had authority to enforce the note or foreclose.

### **V. Defendant Has Engaged in Procedural Gamesmanship**

PNC's removal to federal court was strategically timed to frustrate a pending state court TRO hearing. This violates basic tenets of fairness and equity. The Court has inherent power under

Chambers v. NASCO, 501 U.S. 32 (1991), to redress bad faith conduct intended to manipulate jurisdiction and defeat judicial oversight.

#### **VI. Plaintiffs Have Satisfied the Standard for Preliminary Relief**

Plaintiffs have presented:

Recorded interest and occupancy in the property;

Substantial evidence of statutory and contractual violations;

Meritorious claims for wrongful foreclosure, RESPA violations, and securities fraud;

A clear and present risk of irreparable harm absent injunctive relief.

#### **VII. Relief Requested**

Plaintiffs respectfully request the Court:

1. Reinstate or reschedule the TRO hearing previously set for May 15, 2025;
2. Void or suspend the effect of the May 9, 2025, foreclosure sale;
3. Enjoin any eviction, transfer, or resale activity pending adjudication;
4. Sanction Defendant for abuse of process and concealment of material facts;
5. Authorize limited discovery or audit of the securitization chain and payment ledger.

This case presents no controversy requiring adjudication on ownership—Plaintiffs lawfully discharged the note under UCC 3-603 and sought enforcement of private settlement instructions. PNC's disregard for discharge, concealment of records, and fraudulent conversion of the note into a security for unjust enrichment must be addressed.

Respectfully submitted,

Date: 5/27/25

/s/ Pluyd Coleman

Pluyd Coleman, *in propria persona*

/s/ Sahar Lewis

Sahar Lewis, *in propria persona*

Trustees, Coleman Family Revocable Living Trust (in personal capacity only)

**DECLARATION IN RESPONSE TO MINUTE ORDER REGARDING MOTION TO COMPEL**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Pluyd Coleman and Sahar Lewis, Plaintiffs  
v.  
PNC Bank, N.A., Defendant

Case No. 2:25-cv-00791-ART-DJA

**NOTICE OF INTENT TO CURE DISCOVERY DEFICIENCY AND PRESERVE MOTION RIGHTS**

COME NOW, Plaintiffs Pluyd Coleman and Sahar Lewis, in propria persona, and respectfully respond to the Court's Minute Order entered May 15, 2025 (ECF No.20), which denied Plaintiffs' Motion to Compel (ECF No. 18) without prejudice based on procedural grounds under Federal Rule of Civil Procedure 26(d)(1) and Local Rule 26-6(c).

Plaintiffs hereby state the following:

1. **Acknowledgment of Rule Requirements:** Plaintiffs understand that a Rule 26(f) conference must occur prior to formal discovery motions, and that a meet-and-confer effort is required under Rule 37(a)(1).
2. **Basis for Original Motion:** Plaintiffs acted in good faith based on urgent circumstances arising from a contested foreclosure sale that occurred **during active litigation**, while a **lis pendens** was on file and court action was pending. Plaintiffs sought discovery urgently to prevent further harm.
3. **Intent to Cure:** Plaintiffs hereby notify the Court and Defendant of their **intention to initiate a Rule 26(f) conference** and schedule a **meet-and-confer discussion** within seven (7) days of this filing to address the disputed discovery.
4. **Preservation of Claims:** Plaintiffs maintain that PNC Bank's failure to produce relevant records, including but not limited to forensic accounting, chain of title, and proof of standing, continues to prejudice Plaintiffs' case and prevent fair adjudication on the merits.
5. **Renewal of Motion Anticipated:** Upon compliance with Rule 26(f) and Rule 37, Plaintiffs reserve the right to **renew their motion to compel** and any related discovery requests that support the equitable and legal issues pending before the Court.

Respectfully submitted,  
This 22nd day of May, 2025

# **EXHIBIT A: PRIVATE ADMINISTRA TIVE PACKET**

## Table of Contents within the Exhibit A

1. Cover Letter and first 3 pages of deed of trust showing security interest given description of the enclosed tender.
2. Letters to PNC Bank from trustee Instructions Negotiable Instrument / Bond / Security Tendered  
Notice of Tender & Performance – Formal notice invoking UCC § 3-603 and security interest under Article 9. Notice of Dishonor & Opportunity to Cure – Sent after no response or improper response from PNC. Final Affidavit of Default & Commercial Record
3. Proof of Mailing / Service Affidavit – USPS green card, affidavit of mailing, or third-party notary/jurat.
4. PNC's responses
5. Securities Disclosure Violations – Proof or argument showing *concealment* of securitization or monetization of the tendered instrument.
- 6 . Declaration of Sahar Lewis as Trustee – Stating her intent, capacity, and affirmation of facts under penalty of perjury.

1

**Final Tender & Administrative Record Regarding Deed of Trust – 3139 Belvedere Dr,  
Henderson, NV**

To Whom It May Concern,

Please find enclosed the complete administrative record, tender, and supporting documentation regarding the above-referenced property and contract. This includes the original performance tender, all follow-up notices, and an affidavit of non-response and dishonor. These documents collectively demonstrate the principal's full performance, the security interest conveyed, and your failure to acknowledge or process the lawful discharge of the alleged obligation.

This package serves as formal notice that the matter is now a question of securities fraud, unjust enrichment, and misappropriation of trust property. The administrative process is complete and unrebutted, thus establishing a perfected commercial record under the Uniform Commercial Code and federal securities laws.

The contents of this package will be submitted to the court as **Exhibit A** in support of our Verified Complaint for Securities Fraud, Wrongful Foreclosure, and Equitable Relief. Any further attempt to enforce the discharged obligation or proceed with foreclosure will be treated as willful fraud and conversion.

Sincerely,

*Sahar-Aminda Lewis*

**Sahar Lewis**

Trustee, Coleman Family Revocable Living Trust

*UCC-1-308  
without prejudice*

178-06-711-024

The undersigned hereby certifies this  
to be a true & correct copy of the  
Original  
FIDELITY NATIONAL TITLE  
AGENCY OF NEVADA, INC.

By \_\_\_\_\_

Assessor's Parcel Number: 178-06-711-024

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:  
North American Financial Corp., ISAOA/ATIMA  
375 N Stephanie Street, Building 18  
Henderson, NV 89014

Mail Tax Statements To:  
North American Financial Corp., ISAOA/ATIMA  
375 N Stephanie Street, Building 18  
Henderson, NEVADA 89014

This instrument was prepared by:  
North American Financial Corp., ISAOA/ATIMA  
375 N Stephanie Street, Building 18  
Henderson, NV 89014  
702-407-9335

I hereby affirm that this document submitted for recording  
does not contain any personal information about any  
person(s) as defined by NRS 603A.040 on the document.

Signature: \_\_\_\_\_  
Printed Name & Title:

Loan Number: 7361110206  
00126626-001- TDS

(Space Above This Line For Recording Data)

## DEED OF TRUST

MIN: 101267073611102063  
SIS Telephone #: (888) 679-MERS

This is a home loan as defined in NRS 598D.040 and is subject to the  
provisions of § 152 of the Home Ownership and Equity Protection Act  
of 1994, 15 U.S.C. § 1602(aa), and the regulations adopted by the  
Bureau of Consumer Financial Protection pursuant thereto, including,  
without limitation, 12 C.F.R. § 1026.32.

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13,  
18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS  
Page 1 of 13

IDS, Inc. - 30231

Form 3029 1/01

Borrower(s) Initials \_\_\_\_\_



(A) "Security Instrument" means this document, which is dated December 7, 2021, together with all Riders to this document.

(B) "Borrower" is SAHAR LEWIS, AN UNMARRIED WOMAN. Borrower is the trustor under this Security Instrument.

(C) "Lender" is NORTH AMERICAN FINANCIAL CORP.. Lender is A CORPORATION, organized and existing under the laws of WYOMING.  
Lender's address is 375 N STEPHANIE STREET, Building 18, HENDERSON, NEVADA 89014.

(D) "Trustee" is FIDELITY NATIONAL TITLE AGENCY OF NEVADA, INC.  
Trustee's address is 500 NORTH RAINBOW BLVD., SUITE 100, LAS VEGAS, CLARK County, NV 89107.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MICHIGAN 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 7, 2021. The Note states that Borrower owes Lender TWO HUNDRED SEVENTY THOUSAND AND NO/100 Dollars (U.S. \$270,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2052.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider          |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |  |
| <input type="checkbox"/> Other (Specify)       |   |  |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

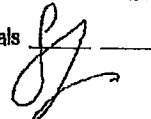
NEVADA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS

Form 3029 1/01

Page 2 of 13

IDS, Inc. - 30231

Borrower(s) Initials



(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CLARK:

LOT FIFTEEN (15) IN BLOCK FOUR (4) OF GREEN VALLEY UNIT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 19 OF PLATS, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

which currently has the address of 3139 BELVEDERE DRIVE  
HENDERSON, NEVADA 89014

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right; to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.


NEVADA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS

Page 3 of 13

IDS, Inc. - 30231

Form 3028 1/01

Borrower(s) Initials



**3/31/2024**

**PNC Acct#1000783829**

I, Sahar-Amanda:Lewis, beneficiary, am sending the billing/coupon statement as the payment of what is owed. I have recently found out that these detachable coupons of this statement that you sent me as a bill, are a way of payment; ie, Bills of Exchange Act and that this is a trust action, your institution is trustee and I'm beneficiary.

I've noticed that you send me these statements with the coupons on them and I've been paying with notes, via mail for various amounts with the minimal payment being from \$1,363.39 usd, payment is accepted and then you're redeeming the coupon bond; you all are double dipping and getting paid twice. I've noticed you're doing this, therefore, I am requesting **1. A true bill and payoff statement 2. the original contract with my wet signature on it. 3. A full audit of my securities associated with this account.** I would also like to have my payments returned to me via check within 10 business days. Enclosed you will find the coupon. I've endorsed it with the beneficiary signature in acceptance for payment. Below I have listed the definitions just in case a refresher is needed:

#### **WORDS DEFINED GLOSSARY OF TERMS**

**Billing Statement:** "A written record prepared by a financial institution, usually once a month, listing all credit card transactions for an account, including purchases, payments, fees and finance charges. It may be mailed to consumers or provided electronically online. Also called a monthly statement or periodic statement."

**Coupon:** "A coupon or coupon payment is the annual interest rate paid on a bond, expressed as a percentage of the face value and paid from the issue date until maturity. Coupons are usually referred to in terms of the coupon rate (the sum of coupons paid in a year divided by the face value of a bond in question). A certificate attached to a loan instrument that can be separated from the instrument and presented after a specified time for the collection of interest."

**Coupon Bonds:** "bonds to which are attached coupons for the several successive installments of interest to maturity."

**Bond, bearer:** "A negotiable instrument payable to its holder."

**Instrument:** "A written legal document such as a contract, lease, deed, will or bond."

Also, a coupon is worth whatever the face value it has printed on it; Moreover, I mentioned earlier and you may have noticed, I signed the back of the coupon as a beneficiary as an attempt to make a payment on this debt; Also, if my payment is refused then by this law the billing statement is void;

**EXTINGUISHMENT OF OBLIGATION CHAPTER 4 Article 1256**

"If the creditor to whom the lender of payment has been made refuses, the debtor shall be released from responsibility by the consignment of the thing or sum"

Sincerely and without ill will, vexation, or frivolity.

By:  1100 1-308

Sahar-Amanda:Lewis Beneficiary

ALL RIGHTS RESERVED WITHOUT PREJUDICE, WITHOUT RECOURSE i.e. all  
Natural Inalienable Rights Reserved

Notice to Agent is Notice to Principal

Please address all future correspondence in the matter to, namely  
Sahar-Amanda:Lewis beneficiary, as commonly called. Please Note: I wish to deal  
with this matter in writing and I do not give your organization permission to  
contact me by telephone.

2

4/23/2024

RE: Certified Mail: 9589 0710 5270 1542 3223 74

Sahar Lewis  
3139 Belvedere Dr.  
Henderson NV 89014

PNC BANK  
ATTN PNC Bank Payments  
P.O. Box 31001-2929  
Pasadena, CA [9111-2929]  
**Re: Account Number 1000783829**

ATTN PNC Bank Payments,

As of this moment I do not have any documents in my possession stating that I have a contract with PNC with my signature on it. I have not ever authorized or agreed to a contract with PNC. Therefore, I am seeking proof of this alleged debt and validity of account number **1000783829**.

During my conversation with Jennifer Howar-Gibbs on April 16th 2024, she mentioned security instruments in regards to payment. I, Sahar Amanda Lewis, am officially requesting a forensic accounting of the security instrument with the account number: **1000783829**. She had stated that you will be sending the following information below that would arrive by last week. None of these documents have arrived as of today, April 23rd, 2024:

1. The name and contact information of the original creditor;
2. The amount of the debt;
3. The date that the debt was incurred;
4. Agreements or contracts with PNC related to the debt with my wet signature;
5. Proof of your authorization to collect this debt.
6. A forensic accounting of the security instrument.

I am restating my conviction that until I receive the proof of the alleged debt requested, there is no contract for this alleged debt and therefore it is unlawful to request or demand payments from me. You have received my original letter with these requests via certified mail on April 11th 2024. Therefore, I will need the documentation requested in this letter provided to me by May 11th 2024. If the requested documentation and forensic accounting is not provided by this date, then the alleged debt with the account **1000783829** will be discharged. Thank you for your attention to this matter.

Sincerely, with good faith and without any ill will, frivolity, or vexation,  
By: *Sahar-Amanda: Lewis*

4/23/2024

RE: Certified Mail: 9589 0710 5270 1542 3223 67

Sahar Lewis  
3139 Belvedere Dr.  
Henderson NV 89014

PNC BANK  
ATTN CEO William S. Demchak  
The Tower at PNC Plaza  
300 Fifth Avenue  
Pittsburgh, PA 15222  
**Re: Account Number 1000783829**

ATTN CEO William S. Demchak,

As of this moment I do not have any documents in my possession stating that I have a contract with PNC with my signature on it. I have not ever authorized or agreed to a contract with PNC. Therefore, I am seeking proof of this alleged debt and validity of account number **1000783829**.

During my conversation with Jennifer Howar-Gibbs on April 16th 2024, she mentioned security instruments in regards to payment. I, Sahar Amanda Lewis, am officially requesting a forensic accounting of the security instrument with the account number: **1000783829**. She had stated that you will be sending the following information below that will arrive this week. None of these documents have arrived as of today, April 23rd, 2024:

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3. The date that the debt was incurred;
4. Agreements or contracts with PNC related to the debt with my wet signature;
5. Proof of your authorization to collect this debt.
6. A forensic accounting of the security instrument.

I am restating my conviction that until I receive the proof of the alleged debt requested, there is no contract for this alleged debt and therefore it is unlawful to request or demand payments from me. You have received my original letter with these requests via certified mail on April 11th 2024. Therefore, I will need the documentation requested in this letter provided to me by May 11th 2024. If the requested documentation and forensic accounting is not provided by this date, then the alleged debt with the account XXXXX3829 will be discharged. Thank you for your attention to this matter.

Sincerely, with good faith and without any ill will, frivolity, or vexation,  
By: Sahar-Amanda-Lewis

Certified Mail: 9589 0710 5270 1876 6066 69

5/14/2024

Sahar Lewis  
3139 Belvedere Dr.  
Henderson NV 89014

PNC BANK  
ATTN CEO William S. Demchak and Indentured Trustee  
The Tower at PNC Plaza  
300 Fifth Avenue  
Pittsburgh, PA [15222]  
**Re: Account Number 1000783829**

ATTN CEO William S. Demchak and Indentured Trustee,

This letter is regarding the certified mail contract 9589 0710 5270 1876 6052 73 sent on 4/23/2024 and the letter PNC Executive Client Relations sent to Sahar Lewis dated May 9th, 2024 (sent via overnight mail on May 10th, 2024). Thank you for responding to my letter and for sending your letter and documents that included Deed of Trust, Welcome Letter, and Payment History. I appreciate your time and attention to this matter.

Among the documents that were sent included the Deed of Trust which states that the instrument was prepared by North American Financial. The Deed of Trust also states to mail tax statements to North American Financial Corp. The original loan documents do not have PNC Bank anywhere on them nor do they have my original wet signature. The documents PNC sent like the Welcome Letter do not have my signature nor approval on them. Therefore, PNC has not submitted any documentation to me that proves that I have agreed to and authorized this contract with PNC Bank. PNC also did not send me the forensic accounting of the security instrument, either. PNC has instead sent me a list of the payments that I have sent them unlawfully, under duress.

**Therefore, PNC Bank did not produce the following within the time frame that I had stated (May 11th, 2024).**

- 1. Agreements or contracts with PNC with my wet signature**
- 2. Proof of your authorization to collect this debt, which should be with my consent**
- 3. A forensic accounting of the security instrument**

I, Sahar Lewis the living woman, do not consent to any contract with PNC Bank and I do not authorize continuation of servicing the above referenced loan by PNC Bank. PNC is claiming that I have a contract with them, which I refute. Furthermore, the mortgage contract that was sent to me does not mention PNC Bank on it whatsoever. In addition the contents of the mortgage contract itself violates contract law and is unlawful. **Therefore, the alleged debt is discharged.**

I have noticed that you have reported late payment to credit agencies. PNC Bank has no right to



Certified Mail: 9589 0710 5270 1876 6066 69

5/14/2024

do so because I have brought it to your attention that I have not authorized this account. Please contact the credit agencies to remove the late payment report. Respectfully, if PNC Bank continues to attempt to collect this alleged debt, I will be requesting PNC to pay for damages due to pain and suffering.

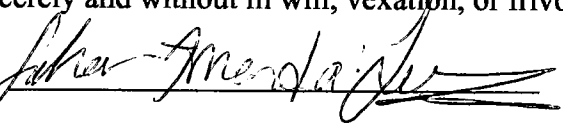
I affirm my original request that the alleged debt is officially discharged in relation to this account: **I, Sahar Amanda Lewis am officially requesting to immediately send me the statement showing me that the account has been balanced to zero and that the debt obligation for account #1000783829 has been settled. In addition, I request a full audit of my securities associated with this account and request to have my Federal Reserve Note payments returned to me via check within 10 business days.**

In addition to the contract violating contract law, PNC has accepted my negotiable instrument that was sent with my letter on 4/23/2024, so the full amount of the alleged debt has been paid per the Bills of Exchange Act. **Once PNC Bank accepted the negotiable instrument included in the previous letter dated 4/23/2024, this alleged debt is officially discharged, per UCC 3-603 and the Postal Rule.**

This is another opportunity for PNC Bank to cure. Please assist with these requests. Respectfully, failure to fulfill this contract will result in violation of Uniform Commercial Code and thus PNC Bank being reported to SEC (Security Exchange Commission) and FTC (Federal Trade Commission).

Thank you for your attention to this urgent matter.


Sincerely and without ill will, vexation, or frivolity.

By:  4001308

By: Sahar-Amanda:Lewis

ALL RIGHTS RESERVED WITHOUT PREJUDICE, WITHOUT RECOURSE i.e. all Natural Inalienable Rights Reserved

*Please address all future correspondence in the matter to, namely Sahar-Amanda:Lewis beneficiary, as commonly called. Please Note: I wish to deal with this matter in writing and I do not give your organization permission to contact me by telephone.*





Certified Mail: 9589 0710 5270 1876 6053 27

7/2/2024

Sahar Lewis  
3139 Belvedere Dr.  
Henderson NV 89014

PNC BANK  
ATTN CEO William S. Demchak and Indentured Trustee  
The Tower at PNC Plaza  
300 Fifth Avenue  
Pittsburgh, PA [15222]  
**Re: Account Number 1000783829**

ATTN CEO William S. Demchak and Indentured Trustee,

This letter is a reminder of what was sent on 6/2/2024 regarding the certified mail contract 9589 0710 5270 1876 6066 69 sent on 5/14/2024 and the letter PNC Executive Client Relations sent to Sahar Lewis dated May 9th, 2024 (sent via overnight mail on May 10th, 2024). This letter is also a response to the statement from PNC dated 5/16/2024. I have notified PNC Bank that this debt is discharged and therefore there should be no more attempts to collect any debt.

**PNC Bank did not produce the following within the time frame that I had stated (May 11th, 2024).**

- 1. Agreements or contracts with PNC with my wet signature**
- 2. Proof of your authorization to collect this debt, which should be with my consent**
- 3. A forensic accounting of the security instrument**

I, Sahar Lewis the living woman, do not consent to any contract with PNC Bank and I do not authorize continuation of servicing the above referenced loan by PNC Bank. PNC is claiming that I have a contract with them, which I refute. Furthermore, the mortgage contract that was sent to me does not mention PNC Bank on it whatsoever. In addition the contents of the mortgage contract itself violates contract law and is unlawful. **Therefore, the alleged debt is discharged.**

I have noticed that you have reported late payment to credit agencies. PNC Bank has no right to do so because I have brought it to your attention that I have not authorized this account. Please contact the credit agencies to remove the late payment report. **Respectfully, if PNC Bank continues to attempt to collect this alleged debt, I will be requesting PNC to pay for damages due to pain and suffering.**

I affirm my original request that the alleged debt is officially discharged in relation to this account: **I, Sahar Amanda Lewis am officially requesting to immediately send me the statement showing me that the account has been balanced to zero and that the debt obligation for account #1000783829 has been settled. In addition, I request a full audit of my securities associated with this account and request to have my Federal Reserve Note**

Certified Mail: 9589 0710 5270 1876 6053 27

7/2/2024

**payments returned to me via check within 10 business days.**

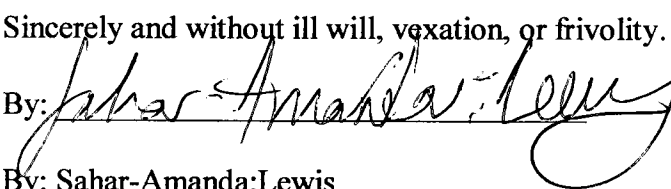
In addition to the contract violating contract law, PNC has accepted my negotiable instrument that was sent with my letter on 4/23/2024, so the full amount of the alleged debt has been paid per the Bills of Exchange Act. **Once PNC Bank accepted the negotiable instrument included in the previous letter dated 4/23/2024, this alleged debt is officially discharged, per UCC 3-603 and the Postal Rule.**

This is another opportunity for PNC Bank to cure. Please assist with these requests. Respectfully, failure to fulfill this contract will result in violation of Uniform Commercial Code and thus PNC Bank being reported to SEC (Security Exchange Commission) and FTC (Federal Trade Commission).

Thank you for your attention to this urgent matter.

Sincerely and without ill will, vexation, or frivolity.

By:

 UCC 1-308

By: Sahar-Amanda:Lewis

ALL RIGHTS RESERVED WITHOUT PREJUDICE, WITHOUT RECOURSE i.e. all Natural Inalienable Rights Reserved

*Please address all future correspondence in the matter to, namely Sahar-Amanda:Lewis beneficiary, as commonly called. Please Note: I wish to deal with this matter in writing and I do not give your organization permission to contact me by telephone.*

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ATTN CEO William S. Demchak  
The Tower at PNC Plaza  
300 Fifth Avenue  
Pittsburgh, PA [15222]



9590 9402 8846 4005 5112 86

2. Article Number (Transfer from service label)

9589 0710 5270 1876 6051 81

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

PNC BANK

APR 29 2024

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

ATTN CEO William S. Demchak  
The Tower at PNC Plaza  
300 Fifth Avenue  
Pittsburgh, PA [15222]



9590 9402 8846 4005 5149 66

2. Article Number (Transfer from service label)

0710 5270 1542 3223 67

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

APR 11 2024

Pittsburgh, PA

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ATTN PNC Bank Payments  
P.O. Box 3001-2929  
Pasadena, CA [9110-2929]



9590 9402 8846 4005 5149 59

2. Article Number (Transfer from service label)

9589 0710 5270 1542 3223 74

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	

1. Article Addressed to:  
PNC Bank GEO and  
Indentured trustee  
The Tower at PNC Plaza  
600 Fifth Avenue  
Asbury, PA [522]  
[Barcode]  
9590 9402 8846 4005 5111 56

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

**PNC BANK**

**APR 30 2024**

<b>3. Service Type</b>	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

2. Article Number (Transfer from service label)

3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<b>A. Signature</b> <b>X</b>	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
<b>B. Received by (Printed Name)</b>	<b>C. Date of Delivery</b>

1. Article Addressed to:  
PNC Bank CEO/Indentured Trust  
The Tower at PNC Plaza  
300 Fifth Avenue  
Pittsburgh, PA [15222]



9590 9402 8846 4005 5112 31

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address: ☐ No

**PNC BANK**

**MAY 21 2024**

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery	

PS-00)

2. Article Number (Transfer from service label)

9589 0710 5270 1876

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent  
**x Jorge R Quiguivix** ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

☐ Yes

ATTN PNC Bank Paycom  
P.O. Box 31001-2929  
Pasadena, CA 9110-2929

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

**3. Service Type**



<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

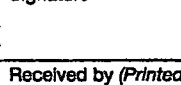
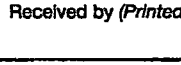
2. Article Number (Transfer from service label)


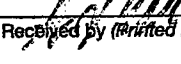
89 0710 5270 1876 6051 98

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

3

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <b>X</b> </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>PNC Bank ATTN: Christopher O'Neilly Tower at PNC Plaza 300 Fifth Avenue Pittsburgh, PA 15222</p>		<p>B. Received by (Printed Name) </p> <p>C. Date of Delivery 10/12</p>	
<p>2. Article Number (Transfer from service label) 9590 9402 9045 4122 6329 38</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (500)</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>9589 0710 5270 2294 3431 36</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <b>X</b> </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>PNC Bank ATTN: Indentured Trustee PNC Plaza 300 Fifth Avenue Pittsburgh, PA 15222</p>		<p>B. Received by (Printed Name) </p> <p>C. Date of Delivery JUN 12 2024</p>	
<p>2. Article Number (Transfer from service label) 9590 9402 8662 3244 3996 79</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (500)</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>9589 0710 5270 1876 6053 27</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <b>X</b> </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>PNC Bank P.O. Box 1820 Dayton, OH 45401-1820</p>		<p>B. Received by (Printed Name) </p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label) 9590 9402 8818 4005 8080 55</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (500)</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>9589 0710 5270 1876 6053 34</p>		<p>Domestic Return Receipt</p>	



3

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
PNC Bank Payments/  
Customer Service  
P.O. Box 1820  
Dayton, OH [45401-1820]



9590 9402 8818 4005 8080 24

2. Article Number (Transfer from service label)  
9589 0710 5270 0364 5477 67

PS Form 3811, July 2020 PSN 7500-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
X [Signature] ☐ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™  
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:  
PNC Bank  
The Tower at PNC Plaza  
300 Fifth Avenue  
Harrisburg, PA [17101]



9590 9402 9365 5002 0091 00

2. Article Number (Transfer from service label)  
9589 0710 5270 1720 9717 07

PS Form 3811, July 2020 PSN 7500-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
X [Signature] ☐ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™  
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (500)

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
CredA Central LLC  
3300 Rider Trail Suite 500  
Earth City MO [63045]



5 8079 97

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
X [Signature] ☐ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature ☐ Priority Mail Express®  
☐ Adult Signature Restricted Delivery ☐ Registered Mail™  
☐ Certified Mail® ☐ Registered Mail Restricted Delivery  
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™  
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery  
☐ Collect on Delivery Restricted Delivery

3

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<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Clear Recon Corp 4375 Jutland Dr, Suite 200 San Diego, California [92117]</p>		<p>B. Received by (Printed Name) <i>J. Chavez</i> C. Date of Delivery <i>5/10</i></p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 1720 9672 67</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>9590 9402 9365 5002 0090 94</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
<p>PNC Bank, N.A.</p> <p>ATTN: Legal Department PNC Tower 18th floor</p> <p>300 Fifth Avenue Mailstop: PT-PTWR-18-1</p> <p>Pittsburgh, PA [15222]</p>		<p>B. Received by (Printed Name) C. Date of Delivery <i>5-15-25</i></p>	
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 9365 5002 0082 71</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	



**Customer Service Contact Information:**

PNC Bank, B6-YM13-01-3  
PO Box 1820  
Dayton, OH 45401-1820  
1-800-822-5626

April 30, 2024

Sahar Lewis  
3139 Belvedere Dr  
Henderson NV 89014

RE: Loan No.: 1000783829  
Borrower: Sahar Lewis  
Property Address: 3139 Belvedere Dr., Henderson, NV 89014

Dear Sahar Lewis:

This letter is in response to your validation of debt request dated April 23, 2024, which we received on April 29, 2022, for the above-referenced loan.

PNC received your [date letter was written] correspondence on [date received] concerning a purported RESPA Qualified Written Request (QWR), a validation of debt request, and a request for owner information for the above-referenced loan.

We have attached a copy of the Note, Deed of Trust, that you executed during loan origination. We have also included a full payment history, payment history transaction code sheet, loan application, and billing statement.

The original creditor for this loan was North American Financial Corp

PNC affirms the validity of the debt and will continue to service the referenced loan per the terms of the Note and Deed of Trust until all debt is paid in full.

The Note and Deed of Trust documents that you executed during loan origination clearly explain the obligations when borrowing the funds secured by the Deed of Trust. Pursuant to the terms of the loan documents and all applicable laws, PNC will continue to service the loan, and any currently active collection and foreclosure efforts will continue.

We trust that this letter has resolved your concerns.

If you have any further questions regarding this matter, please call Customer Service at 1-800-822-5626.

Sincerely,





**Customer Service Contact Information:**

PNC Bank, B6-YM13-01-3  
PO Box 1820  
Dayton, OH 45401-1820  
1-800-822-5626

Customer Service Department

**Enclosures:**

- Note
- Deed of Trust
- Loan application
- Billing Statement
- Complete Payment History
- Payment Transaction Codes Sheet

OWB

4



Loan No.	XXXXXX3829
PNC Ref No.	224092504410

May 9, 2024

SAHAR LEWIS  
3139 BELVEDERE DRIVE  
HENDERSON, NV 89014

Dear Sahar Lewis:

This letter is in response to your email received on April 15, 2024, and your letter dated March 31, 2024, and received on April 22, 2024, to Mr. William Demchak, Chairman and Chief Executive Officer, The PNC Financial Services Group and forwarded to the PNC Bank, National Association ("PNC") Executive Client Relations office for review and response, concerning the above-referenced Mortgage loan ending 3829 (the "Loan"). Thank you for taking the time to speak with me on April 16, 2024, and thereafter. We appreciate your patience while we reviewed our records to respond to your concerns.

In your complaints, you inquired about the validity of the debt associated with the Loan, and you requested PNC provided you the necessary documentation to prove the debt's legitimacy. You claimed that due to regulations, PNC must respond in thirty days. Additionally, in the March 31, 2024, letter, you claimed that a portion of the billing statement itself could somehow constitute payment on the Loan. You believe that because PNC sends billing statements to you every month, and because you send payment for the Loan, PNC is somehow getting paid twice. You requested a true bill and payoff statement, the original contract with your wet signature, and a full audit of your securities.

We reviewed our records, and our findings are summarized below.

The Loan was originated on December 7, 2021, in the amount of \$270,000.00, by North American Financial Corp. As stated on the Note, 1. **BORROWER'S PROMISE TO PAY**, "I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

On June 1, 2022, PNC acquired the Loan from Planet Home Lending, LLC.

PNC has reviewed the documents you provided and laws you referenced, and PNC concluded that the documents and laws do not create a duty with, nor impose an obligation on, PNC. To the extent that you are seeking affirmative relief and/or compensation from PNC, PNC respectfully declines your request. Additionally, to the extent you are seeking a credit to the Loan based solely on your revision and return of the payment portion of your billing statement, PNC respectfully declines your request as this is not a valid form of payment.

Pursuant to the terms of the Deed, other Loan documents, and all applicable laws, PNC affirms the validity of the debt and will continue to service the above referenced Loan. All aforementioned documentation is enclosed for your review.

As of the date of this letter, the Loan is due for the April 1, 2024 monthly payment.

Thank you for allowing me to clarify PNC's position in this matter. Should you have any further questions or concerns regarding this matter, please feel free to contact Executive Client Relations directly at 877-762-5555. We are available Monday – Friday 8:00 a.m. – 5:00 p.m., Eastern Time.

Sincerely,

Executive Client Relations



*Enclosures: Note, Deed of Trust, Welcome Letter, Payment History*

**This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against any collateral. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.**

**If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.**

July 2, 2024

Sahar Lewis  
3139 Belvedere Dr  
Henderson NV 89014

RE: Loan No.: 1000783829  
Borrower: Sahar Lewis  
Property Address: 3139 Belvedere Dr., Henderson, NV 89014

Dear Ms. Lewis:

On June 26, 2024, PNC received your correspondence dated June 18, 2024, regarding the above-referenced loan.

As of the date of this letter you are due for your April 1, 2024 payment.

We are unable to accommodate your request to show a \$0.00 balance on the loan because the debt has not been settled and payments cannot be returned. PNC will continue to send notifications regarding the status of the loan until it is paid full.

Your loan was acquired by PNC on June 1, 2022, from Planet Home Lending, LLC and enclosed is a copy of the acquisition letter. Servicing transfers are a common occurrence in the mortgage industry that requires the loan servicer to notify the borrower but does not require the borrower's consent.

On April 30, 2024, a validation of debt letter was sent to you in response to your April 23, 2024 letter, containing the pertinent information. Enclosed is a copy of the letter for your records. The remainder of the information you requested is outside the scope of what can be requested as, to the extent that such information exists, it is confidential, irrelevant, or privileged.

If you feel there is an error in your credit reporting, please submit all disputes with supporting documentation in writing to:

PO Box 8703  
Dayton, OH 45401-8703



**Customer Service Contact Information:**

PNC Bank, B6-YM13-01-3

PO Box 1820

Dayton, OH 45401-1820

1-800-822-5626

We trust that this response has addressed your concerns.

Please call Customer Service at 1-800-822-5626 with any further questions regarding this loan.

Sincerely,

Customer Service Department

Enclosures:

- Welcome Letter
- April 30, 2024 Response

OWB

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September 20, 2024

Sahar Lewis  
Via CFPB Portal

**RE: Consumer Financial Protection Bureau - Case Number 240724-15324557**

Dear Sahar Lewis:

This letter is in response to your complaint filed on July 24, 2024, with the Consumer Financial Protection Bureau, regarding your PNC Bank, National Association ("PNC") Mortgage account ending 3829 (the "Loan"). We have reviewed your letter, and our response is below.

PNC has reviewed the laws you referenced, and we have concluded that the laws do not create a duty with nor impose an obligation on PNC.

To the extent that you are seeking affirmative relief or compensation from PNC, PNC respectfully declines your request.

Our records confirm that we have responded in writing on May 9, 2024, (the "Response"), a copy of which is enclosed for your reference. PNC has completed another review of your concerns and our response remains unchanged.

PNC reviewed this matter and determined no wrongdoing has occurred. PNC is compliant with the laws and regulations that govern PNC and PNC will continue servicing the Loan in accordance with the terms of the Note and Deed of Trust that you signed at closing, copies of which are enclosed for your reference.

Thank you for allowing me to clarify PNC's position in this matter.

Sincerely,

Executive Client Relations

*PNC Reference Number 224207273417*

*Enclosures: Note, Deed of Trust, Response*



PNC Bank  
P.O. Box 1820  
Dayton, OH 45401-1820

PNC Bank, B6-YM07-01-7  
P.O. Box 1820  
Dayton, Ohio 45401-1820  
1-800-822-5626

October 01, 2024



5-749-06241-0000037-001-01-000-000-000-000

SAHAR LEWIS  
3139 BELVEDERE DR  
HENDERSON NV 89014

RE: Loan No. 1000783829  
3139 Belvedere Drive  
Henderson NV 89014

Dear Customer:

The review of your hardship assistance request has been completed. Unfortunately, as of October 01, 2024, we are unable to proceed further with your request for assistance due to the following reason(s):

We did not receive your scheduled plan payments as outlined in the agreement.

Please note that the servicing of your loan will continue per the terms of your Note and Mortgage including foreclosure proceedings and negative credit bureau reporting, if applicable. If foreclosure activity was previously suspended on your loan, it may now resume.

If you would like additional counseling, you may consider contacting the HOPE Hotline at 1-888-995-HOPE. A project of the nonprofit Homeownership Preservation Foundation, the HOPE Hotline connects homeowners with HUD-approved housing counselors, who offer assistance at no charge.

If you have any questions, please contact your representative Karyn B at 888-224-4702 at ext. 937-072-9524 or email [karyn.b@pnc.com](mailto:karyn.b@pnc.com).

Sincerely,

PNC Bank, N.A.

LM280 024 RQT

There may be additional fees and costs that have been incurred but that are not included in this document because they have not yet been applied to your account. To the extent they are fees we are permitted to recover from you under the terms of the note and mortgage, or other agreement you have entered into, you will be responsible for these fees and costs when they are applied to your account.

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

To request information or notify us of an error regarding your account, please send a written request/notice to:  
PNC Bank; PO Box 8807; Dayton, OH 45401-8807

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PNC Bank  
P.O. Box 1820  
Dayton, OH 45401-1820

Customer Service Contact Information  
PNC Bank, B6-YM07-01-7  
P.O. Box 1820  
Dayton, Ohio 45401-1820  
1-800-822-5626

OCTOBER 04, 2024



4-749-06572-0000034-001-1-000-000-000-000

SAHAR LEWIS  
3139 BELVEDERE DR  
HENDERSON NV 89014

RE: Loan No. 1000783829  
Property Address: 3139 Belvedere Drive,  
Henderson NV 89014

Dear Customer:

Please take notice that we are hereby exercising our right under the Mortgage to accelerate your loan because you have not made the required payments within the time required by the promissory note secured by the Mortgage. This means that the entire unpaid loan balance plus applicable fees and charges is now due. Your loan has been referred to our attorney, who has been instructed to proceed with foreclosure. Please direct all future communications concerning your foreclosure to our attorney.

Aldridge Pite LLP  
6 Piedmont Center  
3525 Piedmont Rd NE #700 Atlanta GA 30305  
Telephone No. (877)319-8840

Even though we have accelerated the loan and the loan is now due in full, you may still have a right to pay a lesser amount to "reinstate" your loan. A right to reinstate may be provided in your Mortgage and/or may be provided by state law. If you have this right, you may be entitled to pay the monthly payments you missed, plus other charges, and if you pay those amounts we will not continue to demand that you immediately pay the entire loan amount plus applicable fees and charges at this time. If you reinstate your loan, the referral of your loan for foreclosure will be canceled. If you reinstate your loan, you will still have to continue making your regular monthly payments. If you do not make your regular monthly payments and pay other charges due under your mortgage after reinstating, we may, in accordance with all applicable state law, accelerate the loan again and then refer to your loan for foreclosure.



Page 2

Loan Number: 1000783829

FC110

Because your loan has been accelerated, we will only accept payment in one of two amounts. First, if you are entitled to reinstate, we will accept a payment in the amount needed to reinstate your loan. Second, if you are not entitled to reinstate or do not send the money necessary to reinstate, we will accept only a payment in the amount needed to pay off the entire loan amount plus applicable fees and charges that are now due because of the acceleration. Until you make one of these two payments, or reach some other agreement with us in writing, we will not accept any other payments from you and the foreclosure will proceed.

The time in which you may exercise your right to reinstate, if any, may be limited by the Mortgage or state law. The specific sums that we may require you to pay to reinstate your loan may vary depending on your specific Mortgage and state law. If you would like to obtain a quote for the amount needed to reinstate your loan or to pay off your accelerated loan or to pay off your accelerated loan in full, please contact your representative Karyn B at 888-224-4702 ext. 937-072-9524 and we will provide a quote if a right to reinstate is applicable to your situation. You may also call this number to discuss other options that may be available to help you avoid foreclosure.

We would like to help you understand your options to stop foreclosure. If there has been a financial hardship that has affected your ability to pay the mortgage, you may be eligible to participate in a mortgage workout program. The following is a description of some mortgage workout programs.

- Repayment Plan. An agreement to resume making regular monthly payments in addition to a portion of the past-due payments.
- Loan Modification. The terms of the mortgage may be changed if it will help a borrower maintain homeownership.
- Assumption. A qualified buyer may be allowed to assume your mortgage.
- Short Sale. The borrower may be able to sell the property at fair market value. If the proceeds are not enough to pay the loan off, the lender may accept a short payoff.
- Deed in Lieu. The title of the property may be returned to the lender in exchange for release of the mortgage debt.

You can also call the Homeowner's HOPE Hotline at 888-995-HOPE (4673) if you need further counseling. They offer free HUD-certified counseling services in English and Spanish, and can help answer any questions you have.

Sincerely,

PNC Bank

GPF FC110

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

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December 2, 2024

Sahar Lewis  
3139 Belvedere Dr  
Henderson, NV 89014

**RE: PNC Reference Number 224304792310**

Dear Sahar Lewis:

This letter is in response to your letter dated October 6, 2024, and received on October 30, 2024, to Mr. Robert Q Riley, Chief Executive Officer, The PNC Financial Services Group and forwarded to the Executive Client Relations office of PNC Bank, National Association ("PNC") regarding your Mortgage loan account ending in 3829 (the "Account"). We have reviewed your letter, and our response is below.

PNC has reviewed the laws that you referenced, and we have concluded that the laws do not create a duty with, nor impose an obligation on, PNC.

To the extent that you are seeking affirmative relief or compensation from PNC, PNC respectfully declines your request.

Our records confirm that we have responded in writing on September 20, 2024 (the "Response"), a copy of which is enclosed for your reference. PNC has completed another review of your concerns, and our response remains unchanged.

PNC reviewed this matter, and PNC determined that no wrongdoing has occurred. PNC is compliant with the laws and regulations that govern PNC, and PNC will continue servicing the Account in accordance with the terms of the Note and Deed of Trust, copies of which are enclosed for your reference.

As of the date of this letter, the loan is due for April 1, 2024. Your billing cycle indicates that as October 4, 2024, your Accelerated Amount due is \$264,775.72 with a reinstatement balance of \$13,331.96 due by November 18, 2024.

PNC has assigned Mira A. as your Point of Contact from our Loss Mitigation team. Mira A. can be reached at 1-888-224-4702, extension 937-072-1193.

We also recommend you contact our foreclosure attorney, Aldridge Pite LLP, via telephone at 877-319-8840.

Thank you for allowing me to clarify PNC's position in this matter.

Sincerely,

*Lacha Gonzalez*

Executive Client Relations

*Enclosure: Note, Deed of Trust, Response*

**NOTICE: See other side for important information**

## SECURITIZATION DISCLOSURE VIOLATIONS – PROOF OF ARGUMENT

### (Concealment of Securitization and Monetization of Tendered Instrument)

The Plaintiff, as Trustee of the Coleman Family Revocable Living Trust, asserts the following with supporting documentation contained in the administrative record and Exhibits A–B:

1. **Tender of Performance:** On or about [Insert Date], Plaintiff issued and tendered a lawful negotiable instrument (hereinafter “the Note”) in full discharge of the alleged debt obligation claimed under the subject Deed of Trust. This Note was issued in good faith and in accordance with UCC § 3-603 and federal legal tender principles.
2. **Delivery of Instrument:** Said instrument was delivered via Registered Mail to the indentured trustee, Stefanie Armijo, as agent for PNC Bank, with explicit written instructions (Declaration of Tender) demanding settlement, cancellation, and discharge of the obligation.
3. **Failure to Disclose Securitization:** At no point did PNC Bank, Clear Recon Corp, Matrix Trust, or any other agent disclose that the original obligation had been securitized, assigned, or conveyed to third-party investors. No Pooling and Servicing Agreement (PSA), Mortgage Loan Schedule, or Registration with the MERS or SEC was ever provided to the Plaintiff.
4. **Concealment of Beneficiary Status:** Despite repeated lawful requests for full disclosure under RESPA and TILA, no party has produced chain of title, beneficiary statements, or proof of ownership of the debt. The original Note and obligation, having been securitized, has been separated from the Deed of Trust, nullifying enforceability under *Carpenter v. Longan*, 83 U.S. 271 (1872).
5. **Monetization of Plaintiff's Instrument:** The Plaintiff's tendered Note—offered as a valid financial instrument—was either:
  - Monetized and sold through internal offsetting accounts or accounting adjustments,
  - Securitized or pledged for additional capital or derivative use,
  - Or used to re-credit internal liabilities or balance sheets.
6. Yet Defendants failed to credit the Plaintiff or apply the instrument to discharge the obligation.
7. **Legal Ramifications:** This dual behavior—profiting from a financial instrument while denying its legal efficacy—constitutes material misrepresentation, concealment, and securities fraud in violation of 15 U.S.C. § 77q(a) and 18 U.S.C. § 1341 (mail fraud). It also violates fiduciary duties imposed under Nevada trust law and unjust enrichment

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doctrines.

**8. Supporting Case Law:**

- *Carpenter v. Longan*, 83 U.S. 271 (1872): A mortgage without the note is a nullity.
- *UCC § 3-603(a)*: Tender of payment discharges the obligation.
- *SEC v. Zandford*, 535 U.S. 813 (2002): Using one's securities for benefit while defrauding the owner constitutes securities fraud.

**9. Demand for Remedy:** The Plaintiff demands:

- Full disclosure of any securitization, sale, or monetization of the underlying obligation or the Plaintiff's tendered Note;
- Return or cancellation of any unreconciled instrument;
- Reconveyance of title and extinguishment of any claim based on a discharged obligation;
- Damages for securities fraud, concealment, breach of contract, and unjust enrichment.

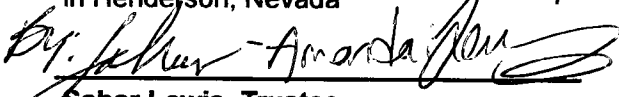
## DECLARATION OF SAHAR LEWIS

I, Sahar Lewis, declare as follows:

1. I am the duly appointed Trustee of the **Coleman Family Revocable Living Trust**, which holds legal and equitable interest in the property located at **3139 Belvedere Dr, Henderson, Nevada**.
2. In my fiduciary and private capacity, I executed and tendered a lawful security instrument in satisfaction of the alleged debt obligation associated with the Deed of Trust recorded against said property.
3. Said instrument was conveyed with full intent to extinguish the debt, in accordance with the Uniform Commercial Code § 3-603 and federal banking laws. I also served formal Notice of Tender and Performance, followed by Notices of Dishonor and Opportunity to Cure.
4. PNC Bank and its agents failed to rebut, cure, or respond in good faith. Instead, they proceeded to act as though the debt remained collectible, thereby rejecting my tender and dishonoring the instrument while unjustly enriching themselves.
5. This Declaration is made to support **Exhibit A**, a complete administrative record establishing securities fraud, breach of contract, conversion, and performance by the principal party in interest.
6. I affirm that the administrative process completed privately, without timely rebuttal, forms a binding record of performance and default by PNC Bank under commercial and equitable principles.

I declare under penalty of perjury under the laws of the State of Nevada and the United States of America that the foregoing is true and correct.

Executed on this 21 day of May, 2025,  
in Henderson, Nevada

  
**Sahar Lewis, Trustee**  
Coleman Family Revocable Living Trust

without prejudice  
UCC 1-307